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*Counsel for Plaintiffs, Trustees of the
Operating Engineers Pension Trust, et al.*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

TRUSTEES OF THE OPERATING ENGINEERS) CASE NO. 2:11-cv-01317-GMN-PAL
PENSION TRUST, TRUSTEES OF THE)
OPERATING ENGINEERS HEALTH AND)
WELFARE FUND, TRUSTEES OF THE) STIPULATION FOR DISMISSAL
OPERATING ENGINEERS VACATION-) WITHOUT PREJUDICE AND
HOLIDAY SAVINGS FUND; and TRUSTEES) ORDER THEREON
OF THE OPERATING ENGINEERS)
JOUNREYMAN AND APPRENTICE TRUST)
Plaintiffs,)
vs.)
REPUBLIC CRANE SERVICE, LLC, a Nevada)
limited-liability company; and RAYMOND P.)
BELLAMY, an individual,)
Defendants.)

IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, Trustees of the Operating Engineers Pension Trust, Trustees of the Operating Engineers Health and Welfare Fund, Trustees of the Operating Engineers Vacation-Holiday Savings Trust, and Trustees of the Operating Engineers Journeyman and Apprentice Training Trust, and Defendants, Republic Crane Service, LLC and Raymond Bellamy, individually, by themselves and through their respective attorneys of record, and subject to the approval and Order of the Court, as follows:

1 1. A full and final settlement of the above-entitled action has been entered into and
2 agreed to by all parties. Therefore, the parties request that this action be dismissed without
3 prejudice.

4 2. The parties have executed a Settlement Agreement and Mutual Release setting
5 forth the terms of their agreement. The terms and conditions of the Settlement Agreement and
6 Mutual Release, and all documents referred to or attached thereto, are incorporated herein by this
7 reference.

8 3. The parties have agreed that this Court shall reserve and retain jurisdiction of this
9 action and the parties to enforce the terms of the Settlement Agreement and Mutual Release
10 executed by the parties herein.

11 Dated: June 26, 2012

LAQUER, URBAN, CLIFFORD & HODGE LLP

13 By: /s/ Nathan R. Ring

14 **Nathan R. Ring, Esq., Nevada State Bar No. 12078**
Counsel for Plaintiffs

15 Dated: June 26, 2012

LITTLER MENDELSON

17 By: /s/ James Winkler

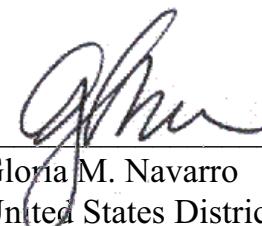
18 **James Winkler, Esq., Nevada State Bar No. 6536**
Counsel for Defendants

20 **ORDER**

21 IT IS HEREBY ORDERED that the above-entitled case be dismissed without prejudice.
22 The Court retains jurisdiction to enforce the terms of the settlement agreement of the parties.

23 **IT IS SO ORDERED** this 27th day of June, 2012.

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Gloria M. Navarro
United States District Judge